

GENERAL AGREEMENT
BETWEEN
VALLEY FORGE NATIONAL HISTORICAL PARK
AND
THE FRIENDS OF VALLEY FORGE PARK

This General Agreement (Agreement) is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of the Valley Forge National Historical Park (hereinafter "VFNHP") and the Friends of Valley Forge Park (hereinafter "FOVFP"), a 501 (c) 3 non-profit organization located in King of Prussia, PA, acting through the Chairman of its Board of Trustees.

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, it is the purpose of the NPS to preserve, protect and manage the National Park System for the benefit and enjoyment of the people as defined in the Act of August 16, 1916 (16 U.S.C. Sec. 1, et seq.); and

WHEREAS, as a matter of policy the NPS is required to play an active role in guiding and sanctioning all private support initiatives undertaken on its behalf in order to ensure a level of oversight and accountability equal to that required for federal actions and activities; and

WHEREAS, the NPS is directed to take deliberate precautions in its oversight of such private support activities to specifically identify all suitable projects for which initiatives may be undertaken in order to avoid conflicts with NPS programs or approved plans; and

WHEREAS, the NPS is required to approve in advance all informational materials developed and distributed by the FOVFP for public consumption as it relates to specific projects undertaken on behalf of the NPS; and

WHEREAS, nothing in this agreement shall affect or interfere with fulfillment of the regulations, policies, management plans, operational decisions, goals, or legal authority of the NPS or any other Federal Agency; and

WHEREAS, the FOVFP shall provide support to the NPS for historical, scientific, educational, recreational, and interpretive activities of the NPS; and

WHEREAS, the NPS wishes to recognize and encourage the FOVFP, a tax-exempt, nonprofit organization created and organized, among other things, to aid and promote NPS programs and objectives for which no government funds or other private support is available; and

WHEREAS, the FOVFP is conducting a portion of its philanthropic and general support activities in the name of and for the benefit of the NPS and was incorporated in the Commonwealth of Pennsylvania for purposes of, among others, fostering support for the NPS historical, scientific, educational, interpretive, recreational, and preservation activities at VFNHP; and

WHEREAS, certain moneys or gifts donated to and accepted by the FOVFP may be specified by a donor for a particular NPS program or project or designated specifically as a gift to the NPS, and such moneys and gifts shall be placed in a general donation fund of the FOVFP to be contributed to the NPS for purposes approved by the Superintendent of VFNHP and in accordance with the donor's intent; and

WHEREAS, the NPS sets aside space in the VFNHP Welcome Center for the purpose of informing the public of the role of FOVFP in supporting the NPS; and

WHEREAS, the NPS understands the donor recognition may be desired as part of acquisition of donation and gifts, and therefore the NPS will provide space for donor recognition at VFNHP as directed by the NPS Donor Recognition Plan; and

WHEREAS, all reasonable costs and operating expenses of the FOVFP shall be borne by the FOVFP from the programs generating revenues and from various activities and sources for that purpose; and

WHEREAS, the NPS specifically recognizes (1) that the FOVFP shall undertake other activities, which may benefit the NPS, but are not undertaken on behalf of or in the name of the NPS and (2) that this Agreement shall not govern such independent activities of the FOVFP.

ARTICLE II. LEGISLATIVE AUTHORITY

The NPS through the Secretary of the Interior has authority to accept contributions of monetary gifts to support the parks, and other program assistance for the purposes set forth by this General Agreement (*See* 41 Stat. 917, 16 U.S.C. 6); and

NPS is authorized to accept the services of individuals without compensation as volunteers for or in aid of interpretive functions or other visitor parks or activities pursuant to 16 U.S.C. 18g.

ARTICLE III. STATEMENT OF WORK

Now therefore, the parties agree as follows:

1. NPS agrees to:
 - a. Recognize the FOVFP as a fundraising, education and project management organization which shall, among other things, actively participate in the implementation of the VFNHP General Management Plan.

- b. Make available to the FOVFP such information and data as may reasonably be required and is generally available to inform potential donors and other benefactors about the status of plans for NPS programs, projects, and activities to be benefited.
- c. Provide the FOVFP a list of park program and project needs for which it authorizes fundraising and/or support efforts to be made on the behalf of the NPS with the NPS acknowledging that the FOVFP has discretion as to whether to raise funds and as to which designated program need to support, and provide emergency fundraising authorizations as the need arises.
- d. Designate the Superintendent of VFNHP as the NPS liaison to the FOVFP's Board of Trustees and Executive Committee. This representative will provide information, assistance and support to ensure the success of authorized fundraising, education and project management efforts and to educate the FOVFP as to the NPS plans with respect to VFNHP.
- e. Determine in consultation with the FOVFP the best mechanism by which donated funds may be utilized. This may include direct payment by the FOVFP to contracted vendors after invoice approval by the NPS. The FOVFP may also undertake direct management of the projects that would expend donated funds on parklands with approval and agreement of the NPS. Donated funds shall be placed in special donation accounts for those projects specifically authorized under paragraph (c.), above, as designated by the FOVFP upon donation, unless otherwise provided by law.
- f. Negotiate, as necessary, any detailed operating plans required by the FOVFP to carry out specific fundraising, education, or project management efforts within VFNHP boundaries. Each project management agreement shall be separately designed and agreed within the parameters of this agreement and the needs of the project.
- g. Arrange and conduct tours, interpretive events, and inspections of individuals and groups at the request of the FOVFP and to the extent deemed practicable by the NPS. The NPS agrees to provide information, access to photographic and archival and other materials needed to assist the FOVFP in the development of its written, photographic or film documents. Such activities may not, in the judgment of the VFNHP Superintendent, unduly infringe upon or detract from normal visitor activities at VFNHP.
- h. Accept services and material resources, which may be provided by the FOVFP for the benefit of the NPS consistent with policy and management plans.
- i. Allow the FOVFP to place a representative or representatives in the main

information area of the Welcome Center, to assist visitors with information about their visit to Valley Forge and provide information about the FOVFP as requested. Attire for such representatives may clearly identify them as representatives of the FOVFP while meeting standards of attire defined for other information volunteers.

- j. Provide FOVFP with office and storage space. NPS shall provide FOVFP with incidental utility services at the assigned office and storage space to the extent these utilities are required for the operation of the building. NPS shall provide all general maintenance and repair services for NPS owned buildings.
 - k. Establish all necessary donation accounts to receive and obligate donated monies provided by FOVFP with an accounting of those expenditures on an annual basis, as of September 30th each year.
 - l. Provide FOVFP with regular reports on the progress of projects and related philanthropic activities and on activities and plans with respect to VFNHP at their regularly scheduled Board of Trustees meetings through the Superintendent or his/her designated representative.
 - m. Include FOVFP Chairman of the Board in VFNHP Senior Staff meetings and other management meetings that include general briefings on programs and projects of VFNHP.
2. FOVFP agrees to:
- a. Be fully qualified under state and federal law to engage in fundraising for NPS and to receive philanthropic contributions for the purposes enumerated herein.
 - b. Accomplish all the activities authorized under this agreement in conformance with all applicable Federal and State law and the formal fundraising policies of the NPS as outlined in *Director's Order #21. Donation and Fundraising* effective May 1, 2006 which is attached hereto and incorporated herein by reference.
 - c. Accomplish its fundraising mission within the parameters outlined in Director's Order #21. In particular, for major fundraising campaigns, the FOVFP shall conduct a feasibility study to determine the likelihood of success, and shall develop a fundraising plan which addresses (at a minimum) roles and responsibilities, including the uses of paid fundraisers or consultants; goals; timetable; scope; potential donors; fundraising strategies and techniques to be used; promotional or marketing strategies; donor recognition; and fundraising experience of personnel assigned to carry out the plan.

- d. Utilize the net proceeds of any fundraising activities on behalf of the NPS in accordance with this agreement, the donors' intent, and Director's Order #21.
- e. Submit for approval to the NPS any agreement the FOVFP proposes to enter into with third parties in furtherance of projects or programs to be undertaken on behalf of the NPS.
- f. Apply for and abide by the terms and conditions of any special use permit for any event it may propose to conduct within VFNHP.
- g. Furnish to the NPS an annual planning and budget document for review and consultation. Review of this budget document shall constitute an NPS annual review of the budget. Such budget review shall occur prior to or concurrent with the review and approval process of the FOVFP Board of Trustees.
- h. Account for funds received and expended by the FOVFP from whatever source and for whatever purposes under a system of account and financial controls meeting accepted professional standards for non-profit, charitable organizations, engage an annual audit by a qualified accounting firm, and publish an annual report no later than four months at the end of the fiscal year. This report shall be available to the NPS and the public.
- i. Permit the NPS, or its designee, to verify and audit the financial report from the books, correspondence, memoranda and other financial records of the FOVFP, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification.
- j. Carry out any communications with legislatures, governmental agencies, and political action groups in a manner consistent with its purpose and as approved by the Board of Trustees. Other than as may pertain to those programs and projects authorized by paragraph 1.c above, the FOVFP will not, in any communications, represent that it speaks on behalf of or represents the NPS.
- k. Administer donation collection devices within VFNHP. The roles, responsibilities, and placement of the devices will be governed by the provisions of Directors Order #21 as well as the NPS Donor Recognition Plan. One hundred percent of all funds raised through the donation boxes, including any interests thereon, must be used for the preservation of the park and/or enhancing the visitor experience at VFNHP.
- l. Arrange for direct billing of telephone and internet services to their designated office and storage spaces and will provide all furniture, equipment and supplies for their personnel to conduct business.

3. NPS and the FOVFP jointly agree to:

- a. Meet on a regular basis, but not less than bi-monthly to keep each other informed of the progress and needs of each entity.
- b. Establish the primary liaisons between the NPS and the FOVFP as Superintendent and the Chairman of the Board or their equivalents. Other liaisons may be assigned as necessary for the accomplishment of joint goals.
- c. As needed, develop subsequent agreements, plans and contracts that will facilitate the ability of the NPS and FOVFP to fulfill their missions.

ARTICLE IV. TERM OF AGREEMENT

This General Agreement will be effective for a period of five years from the date of final signature, unless terminated earlier by one of the parties pursuant to Article IX that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

For the NPS:

Michael A. Caldwell
Superintendent
Valley Forge National Historical Park
1400 Outer Line Drive
King of Prussia, PA 19406-1009
e-mail: mike_caldwell@nps.gov
Telephone: 610-783-1037
Facsimile: 610-783-1038

For Friends of Valley Forge Park:

Bruce Baky
Chairman of the Board
Friends of Valley Forge Park
1400 Outer Line Drive
King of Prussia, PA 19406-1009
e-mail: bakyi@aol.com
Telephone: 610-527-0424

B. Communications – FOVFP will address any communication regarding this Agreement to the Superintendent.

C. Change in Key Officials – Neither the NPS or FOVFP may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit the evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to the Agreement.

ARTICLE VI – PRIOR APPROVAL

The FOVFP shall obtain prior written approval from NPS before:

1. Holding special events within the Park;
2. Entering into third-party agreements of any material nature;
3. Assigning this Agreement or any part thereof;
4. Constructing any structures or making any improvements to the Park;
5. Releasing any public information that refers to the Department of the Interior, NPS, the Park, any NPS employee (by name or title), this Agreement or the fundraising campaign or Projects contemplated hereunder.

ARTICLE VII – ACCOUNTING, REPORTS AND OTHER DELIVERABLES

A. The FOVFP will maintain accounting books and records under a system of accounts and financial controls meeting generally accepted accounting practices.

B. The FOVFP will furnish to NPS an annual financial report by March 1st of each year including financial statements generated by an independent licensed or certified public accountant. The annual financial report shall be in such detail that all interest, investment income, gross receipts and expenses incurred by, or accruing to, the FOVFP in connection with activities under this Agreement will be clearly addressed.

C. The FOVFP will permit NPS or its designee, or the Comptroller General to verify and audit the financial report from the books, correspondence, memoranda and other records of the FOVFP, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification.

D. The FOVFP will submit an annual fundraising plan to the NPS for NPS review and approval. The fundraising plan should include the goal of the effort, identify the target audience or market, the fundraising and solicitation strategies, the composition of the campaign committee leading the fundraising effort, identify the NPS role, the fundraising timeline, the fundraising budget and financial plan, along with benchmarks and evaluation procedures and deadlines.

E. The FOVFP will ensure that if any funds raised under this Agreement are commingled with other funds held or managed by the Partner, an accounting system will be utilized which independently tracks and distinguishes funds raised under this Agreement from such other funds.

F. The FOVFP agree that no more than 20 percent of funds raised may be used to pay for actual overhead costs incurred in fundraising. Additionally, any fundraising consultants and staff, if compensated, will be paid a salary or flat fee as opposed to a commission.

G. The FOVFP agree to inform potential donors that funds raised may be directed by the NPS to other park projects if the funds cannot be used for their intended purpose.

H. The FOVFP agree to inform potential donors of the tax implications of their donations to the extent required by state and Federal law.

I. The FOVFP agree not to accept donations for the benefit of the NPS that associates the NPS with alcohol or tobacco products.

J. The FOVFP agree not to accept donations for the benefit of the NPS from NPS concessionaires unless approved in writing by the NPS.

ARTICLE VIII – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the FOVFP during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE IX – MODIFICATION AND TERMINATION CLAUSE

This Agreement may be modified only by a written instrument executed by the parties.

If either party fails to observe any of the terms and conditions of this Agreement, the other party may terminate this Agreement for default without any legal process whatsoever by giving thirty (30) days written notice of termination, effective at the end of the thirty (30) day period. Unless the defaulting party can remedy the default to the satisfaction of the other party within twenty (20) days, termination shall be effective at the end of the thirty (30) day notice period.

The NPS may terminate this Agreement for the convenience of the government at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified in writing within 5 working days following the termination.

In the event of the termination of this agreement, by the FOVFP for a reason other than cause or by the NPS for a breach by the FOVFP, the Board of Trustees shall, after paying or making provision for the payment of all the liabilities and obligations of the FOVFP relating to projects undertaken on behalf of or in the name of the NPS shall donate any remaining funds related

solely to projects undertaken on behalf of or in the name of the NPS for the benefit of the park. If the NPS shall terminate this agreement for any reason other than a breach of the FOVFP's obligations hereunder, then the FOVFP shall distribute any remaining funds relating solely to the projects undertaken on behalf of or in the name of the NPS to an Organization designed in Section 501 (c)3 of the Code having similar purposes. If the FOVFP itself should dissolve, its assets will be disposed of exclusively for the purposes set forth in its Articles of Incorporation or as determined by the Court of Common Pleas of the county in which the principal office of the FOVFP is then located, exclusively for the charitable purposes set forth herein.

Upon termination of this agreement, the FOVFP will immediately discontinue use of the term "Friends of Valley Forge Park" or "Friend of Valley Forge, Inc." in the name of the organization or in the name of any of its successor assigns. The FOVFP will retain ownership of the name.

ARTICLE X – STANDARD CLAUSES

A. Civil Rights: During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions: FOVFP will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Federal Government employee endorsement of a product, service or position which the FOVFP represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the FOVFP, or considers the work product of the FOVFP to be superior to other products or services.

C. Disclaimers of Government Endorsement: FOVFP will not publicize or otherwise circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Federal Government employees endorse the FOVFP's work, services, or positions, or that the FOVFP's work or services, are superior to work or services performed by others. All materials referring to the Government must be approved by the VFNHP Superintendent prior to publication. Nothing herein is intended to prevent NPS or the Department of the Interior from recognizing contributions made by the FOVFP to NPS, and from authorizing, on a case-by-case basis, inclusion of such recognition in materials generated by the FOVFP related to the GA.

1. FOVFP will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted

as representing the opinions or policies of the U S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U S. Government.”

2. Release of Information: FOVFP must obtain prior Government approval from the superintendent for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the superintendent, along with the request for approval.

3. Publications of Results of Studies. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the matter of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

D. Non-Discrimination: All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

E. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Nor does the Agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.

F. Lobbying Prohibition – 18 U.S.C. § 1913, Lobbying with Appropriated Moneys: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation by Congress, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member of Congress, at his request, or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General,

violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

G. No Lobbying for Federal Funds: FOVFP will not seek appropriations from Congress to support any ongoing or proposed Partnership activity or project relating to the subject matter of this Agreement or sub-agreement hereto including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude the FOVFP from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor should this paragraph be construed as requesting, authorizing or supporting advocacy by non-federal entities before Congress.

H. Anti-Deficiency Act – 31 U.S.C. § 1341: This Agreement and the obligations of the Service hereunder is subject to the availability of funding, and nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

A. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all laws, regulations, and management policies governing NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

I. Merger: This Agreement, including any attachments to hereto, and or documents incorporated by reference herein, contains the sole and entire agreement of the parties.

J. Modifications: This Agreement may be extended, renewed or amended only when agreed to in writing by the NPS and the FOVFP.

K. Waiver: Failure to enforce any clause of this Agreement by either party shall not constitute waiver of that clause. Waivers must be express and evidenced in writing.

L. Assignment: No part of this Agreement shall be assigned to any other party without prior written approval of the other party.

M. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

N. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to

any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

O. Agency: FOVFP is not an agent or representative of the United States, the Department of the Interior, or NPS, nor will the FOVFP represent its self as such to third parties.

P. Non-Exclusive Agreement: The Agreement in no way restricts the FOVFP from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals

Q. No Third-Party Beneficiaries: Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or provide any benefits to any third-party.

R. Survival: Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or early termination of this Agreement, shall survive and be enforceable after the expiration or early termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement

S. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

T. Captions and Headings: the captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

U. Drug Free Workplace Act: The FOVFP certifies that comprehensive actions will be taken to ensure the workplace is drug-free

V. Liability Provision: FOVFP shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this agreement. FOVFP, in furtherance of and as an expense of this Agreement, shall:

1. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising for any one incident. The policies shall name the United States of America as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein FOVFP shall provide the NPS with

confirmation of such insurance coverage.

2. Pay to the United States of America the full value for all damages to the lands or other property of the United States of America caused by such person or organization, its representatives, or employees.

3. Indemnify, save and hold harmless, and defend the United States of America, its agents and employees against all liabilities, charges, fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

W. All unpaid members of the Friends may be registered as participants in the Volunteers in the Parks (VIP) Program. VIPs are not Federal employees but are entitled to the benefits and protections related to workers compensation and torts claims as authorized by 16 U.S.C. § 18i when performing authorized interpretive or other visitor services or activities within Valley Forge National Historical Park.

X. Certifications: The following forms are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

1. DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.
2. Standard Form LLL, Disclosure of Lobbying Activities

FOVFP agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

ARTICLE XI – SIGNATURES AND DATES

IN WITNESS WHEREOF, the parties hereto have executed this General Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: Michael A. Caldwell

Name: Michael A. Caldwell

Title: Superintendent

Date: 3/14/2007

FOR THE FRIENDS OF VALLEY FORGE PARK, INC.:

Signature: Bruce A. Bakay

Name: Bruce A. Bakay

Title: Chairman

Date: 3/23/07